



Tr.C.S.No.943 of 2010

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V.BHAVANI SUBBAROYAN, J.,

Heard Mr.C.T.Mohan, learned counsel for the plaintiffs and Mr.P.B.Balaji, learned counsel for Mr.P.B.Ramanujam, learned counsel for defendants 3 to 15 and Mrs.C.Sriranjani, learned counsel for 2nd defendant and perused the documents placed on record.

2. On scrutinising the documents placed on record it is seen that the present suit is filed by the plaintiffs for partition and allotment of 1/6th share of the suit property to the plaintiffs. The suit was contested and preliminary decree was passed on 28.02.2017 by dividing the extent of 2662 sq.ft., into 6 equal shares [legal heirs of the Pattammal] and allot one such share to the plaintiff, who is one of the legal heir of the said Pattammal.

3. Subsequent to the passing of the preliminary decree on 28.02.2017 and Judgment, 4th and 9th defendants have died. The legal heirs of the 9th defendant are defendants 10 to 15. The legal heirs of the deceased 4th defendant are already on record, namely, defendants 3,5,6 and 7. The parties have met and discussed various possibilities and options of dividing the suit property, namely, Old No.11, New No.29,



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Pillaiyar Koil Street, Naduvakkarai, Annanagar, Chennai – 40 by metes and bounds and have come to a mutually agreeable and acceptable mode of division, which they desire to reduce to writing by way of the present Joint Memo of Compromise and the same is duly signed by all the parties, thereby seeks a direction to pass a final decree in terms of Joint Memo of Compromise and the said Compromise reads as follows:-

“1. The parties have measured the suit property physically and have agree upon the fact that the available extent of land is 28 ½ feet (east to west on the south) 26 ½ feet (East to West on the North) and 121 feet (North to south on the east and west)

2. For convenient and better enjoyment of the property by metes and bounds, the parties have drawn up a plan, which is filed along with this Joint Memo of compromise in and by which, it is agreed that a common passage of width of 4 ½ feet and length of 121 feet shall be provided on the south-eastern corner of the property which is morefully shown in 'Blue colour' attached to this Joint Memo of compromise

3. The front portion measuring 1,200 sq.ft., (24 feet X 50 feet) morefully set out in Schedule-A, shown in 'green colour' stands allotted to the defendants 3 & 5.

4. The 420 sq.ft., (24 feet x 17 ½ feet) immediately to the north of the property allotted to the defendants 3 and 5, morefully set out in Schedule – B shown in 'Orange colour'



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stands allotted to the defendants 10 to 15.

5. The portion measuring 420 sq.ft., (24 feet x 17 ½ feet) immediately to the North of the property allotted to the defendants 10 to 15, morefully set out in Schedule C, shown in 'Yellow colour' stands allotted to the 8th defendant.

6. The portion measuring 406.875 sq., ft., (23 ½ feet x 17 ½ feet) immediate to the north of the portion allotted to the 8th defendant, morefully set out in Schedule- D, shown in 'Red colour' stands allotted to the 2nd defendant.

7. The rear portion measuring 389.375 sq. ft., (22 ¼ feet x 17 ½ feet) immediate to the north of the portion allotted to the 2nd defendant, morefully set out in Schedule E shown in 'Violet colour' stands allotted jointly to the plaintiffs 2 and 5.

8. The parties shall use the common passage demarcated and set part only for the purpose of ingress and egress and only for taking service lines underneath the said passage to their respective portions and they shall not be entitled to put up temporary or permanent structures in and over the common passage.

9. The parties are at liberty to effect mutation of records in their respective names in pursuance of the final decree being passed in terms of this Joint Memo of Compromise.

10. The plaintiffs 3,4, 6 to 8 and the defendants 6 and 7 who have not been allotted any portion have voluntarily consented to give up their respective shares in the suit property for the better and convenient enjoyment of the same at the



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hands of the parties, who have been allotted the suit property.

11. A final decree may be passed in terms of this JMC and the plan attached to this JMC shall form part and parcel of the final decree.

**Schedule of the entire property as per physical
measurement / availability**

All that piece and parcel of land with thatched hut in the extent of 3,327.5 sq.ft., bearing Old Door No.11, New No.29, Pillaiyar Koil Street, Neduvakkarai, Anna Nagar, Chennai – 600 040, comprised in re-survey no.38, T.S.No.12, Block No.2, measuring 121 feet north to south on both east and west; 26 ½ feet East to West on the Northern side and 28 ½ feet on the southern side, in all admeasuring 3,327.5 sq.ft., bounded on the

*South by : Pillaiyar Koil Street;
North by : Property belonging to Chellaperumal;
East by : Selvaraj Naidu and Others;
West by : Property belonging to Kamalakannan
and others*

and situate within Sub-registration District of Sembiam and Registration District of Chennai Central and within J Corporation Division No.66.



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Schedule of the Entire Property (As per Decree)

All that piece and parcel of land with thatched hut in the extent of 3,553.3 sq.ft., bearing Old Door No.11, New No.29, Pillaiyar Koil Street, Neduvakkarai, Anna Nagar, Chennai – 600 040, comprised in re-survey no.38, T.S.No.12, Block No.2, measuring 121 feet north to south on both east and west; 30 feet East to West on the Northern side and 28 ½ feet on the southern side, in all admeasuring 3,553.3 sq.ft., bounded on the

*South by : Pillaiyar Koil Street;
North by : Property belonging to Chellaperumal;
East by : Selvaraj Naidu and Others;
West by : Property belonging to Kamalakannan
and others*

and situate within Sub-registration District of Sembiam and Registration District of Chennai Central and within J Corporation Division No.66.

Schedule -A (Allotted to the defendants 3 & 5)

All that piece and parcel of land, measuring an extent of 1,200 sq. ft., (shown as 'green colour') in Old Door No.11, New No.29, Pillaiyar Koil Street, Neduvakkarai, Anna Nagar, Chennai – 600 040, comprised in Re-survey no.38, T.S.No.12, Block No.2, measuring 50 feet north to south on both east and west; 24 feet East to West on both northern and southern side and being bounded on the

South by : Pillaiyar Koil Street;



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North by : Portion allotted to defendants 10 to 15;
East by : Common passage;
West by : Property belonging to Kamalakannan and
others

and situate within Sub-registration District of Sembiam and
Registration District of Chennai Central and within J
Corporation Division No.66.

Schedule - B (Allotted to the defendants 10- 15)

All that piece and parcel of land, measuring an extent of
420 sq., ft., (shown as 'orange colour') in Old Door No.11, New
No.29, Pillaiyar Koil Street, Neduvakkarai, Anna Nagar,
Chennai – 600 040, comprised in Re-survey no.38, T.S.No.12,
Block No.2, measuring 17 ½ feet north to south on both east
and west and 24 feet East to West on both northern and
southern side and being bounded on the

South by : Portion allotted to the defendants 3 & 5
North by : Portion allotted to 8th defendant ;
East by : Common passage;
West by : Property belonging to Kamalakannan and
others

and situate within Sub-registration District of Sembiam and
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Schedule - C (Allotted to the 8th Defendant)

All that piece and parcel of land, measuring an extent of 420 sq., ft., (shown as 'yellow colour') in Old Door No.11, New No.29, Pillaiyar Koil Street, Neduvakkarai, Anna Nagar, Chennai – 600 040, comprised in Re-survey no.38, T.S.No.12, Block No.2, measuring 17 ½ feet north to south on both east and west and 24 feet East to West on both northern and southern side and being bounded on the

South by : Portion allotted to the defendants 10 to 15;

North by : Portion allotted to 2nd defendant ;

East by : Common passage;

West by : Property belonging to Kamalakannan and others

and situate within Sub-registration District of Sembiam and Registration District of Chennai Central and within J Corporation Division No.66.

Schedule - D (Allotted to the 2nd Defendant)

All that piece and parcel of land, measuring an extent of 406.875 sq., ft., (shown as 'red colour') in Old Door No.11, New No.29, Pillaiyar Koil Street, Neduvakkarai, Anna Nagar, Chennai – 600 040, comprised in Re-survey no.38, T.S.No.12, Block No.2, measuring 17 ½ feet north to south on both east and west and 22 ½ feet East to West on northern side and 24 feet on the southern side and being bounded on the

South by : Portion allotted to the 8th defendant;



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North by : Portion allotted to plaintiffs 2 & 5 ;
East by : Common passage;
West by : Property belonging to Kamalakannan
and others

and situate within Sub-registration District of Sembiam and
Registration District of Chennai Central and within J
Corporation Division No.66.

Schedule - E (Allotted to the Plaintiffs 2 & 5)

All that piece and parcel of land, measuring an extent of
389.375 sq., ft., (shown as 'violet colour') in Old Door No.11,
New No.29, Pillaiyar Koil Street, Neduvakkarai, Anna Nagar,
Chennai – 600 040, comprised in Re-survey no.38, T.S.No.12,
Block No.2, measuring 17 ½ feet north to south on both east
and west and 22 feet East to West on northern side and 22 ½
feet on the southern side and being bounded on the

South by : Portion allotted to the 2nd defendant;
North by : Property belonging to Chellaperumal ;
East by : Common passage;
West by : Property belonging to Kamalakannan
and others

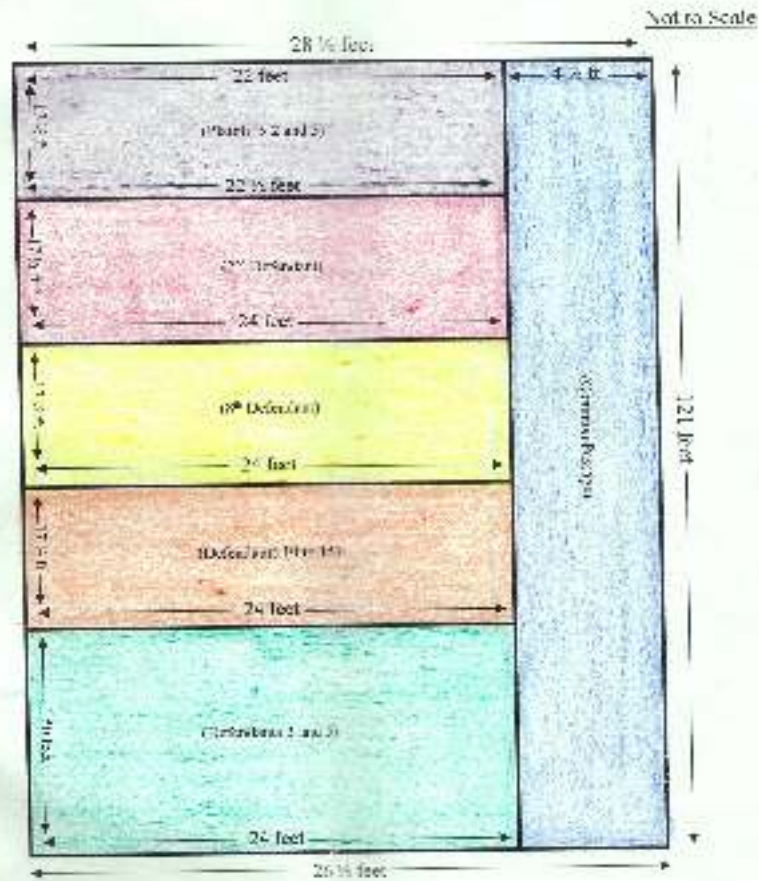
and situate within Sub-registration District of Sembiam and
Registration District of Chennai Central and within J
Corporation Division No.66.”



Plan annexed to the Joint Memo of Compromise

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PLAN ANNEXED TO THE JOINT MEMO OF COMPROMISE



P2	<i>[Signature]</i>	D2	<i>[Signature]</i>	D11	B. K. Sankar
P3	D. Sankar	D1	G. Sankar	D12	K. Sankar
P4	N. Sankar	D3	<i>[Signature]</i>	D13	G. Sankar
P5	R. Sankar	D6	R. Sankar	D14	V. Sankar



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In view of the Joint Memo of Compromise arrived between the parties, which is extracted above and the same being duly signed by all the parties, the final decree is passed in terms of the Joint Memo of Compromise. The said 'Joint Memo of Compromise' as well as the 'Plan' annexed to the Joint Memo of Compromise shall form part of the final decree.

19.04.2022

ssd



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